Mobil Exploration & Producing U.S., Inc. *and* Paul Cailleteau. Case 15–CA–13491

June 23, 1997

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS FOX AND HIGGINS

On December 16, 1996, Administrative Law Judge Lawrence W. Cullen issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions and to adopt the recommended Order.

This case involves the question whether the Respondent violated Section 8(a)(1) of the Act by discharging the Charging Party, Paul Cailleteau, because he engaged in concerted activities by disseminating information to other employees regarding bonuses. We find, in agreement with the judge, that the Respondent's discharge of Cailleteau violated the Act.

The judge found, and we agree, that Cailleteau was discharged for engaging in the protected concerted activity of disseminating a package of materials to his fellow employees. In so doing, we note that the materials implicitly called for employee discussion of the Respondent's "secret" bonus program and its promotion criteria. We find no merit in the Respondent's contention that it cannot be found to have violated the Act because it had no knowledge of the concerted nature of Cailleteau's activities. It is clear from the package of documents disseminated by Cailleteau that he intended it to initiate or induce group action by his fellow employees with respect to bonuses and promotion criteria. Such conduct falls squarely within the definition of concerted activity.[1] It is equally clear that the Respondent knew of the dissemination and, indeed, specifically discharged Cailleteau because of it. Thus, it has been shown that the Respondent had knowledge of the concerted nature of Cailleteau's activity. Accordingly, and inasmuch as the Respondent did not proffer any other unrelated reason for discharging the employee, we find that it violated the Act, as alleged.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Mobil Exploration & Producing U.S., Inc., Coden, Alabama, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] See *Mushroom Transportation v. NLRB*, 330 F.2d 683 (3d Cir. 1964), cited in, e.g., *Circle K Corp.*, 305 NLRB 932, 933 (1991).

successors, and assigns, shall take the action set forth in the Order.

Jeffery R. Denio, Esq. and *Andrea J. Goetze, Esq.*, for the General Counsel.

Phillip R. Jones, Esq. (Littler, Mendelson, Fastiff, Tichy & Mathiason), of Dallas, Texas, for the Respondent.

BENCH DECISION

STATEMENT OF THE CASE

LAWRENCE W. CULLEN, Administrative Law Judge. This case was heard before me on November 20, 1996, in Mobile, Alabama, pursuant to a complaint filed by the Acting Regional Director for Region 15 of the National Labor Relations Board (the Board) on January 26, 1996, and is based on amended charge filed by Paul Cailleteau, an individual, on December 5, 1995. The complaint alleges that Respondent Mobil Exploration & Producing U.S., Inc. (the Respondent) violated Section 8(a)(1) of the National Labor Relations Act (the Act) by discharging its employee, Paul Cailleteau, because he engaged in concerted activities with other employees for the purpose of collective bargaining, other mutual aid and protection, by disseminating to other employees information regarding bonuses. The complaint is joined by the answer of Respondent filed February 22, 1996, wherein Respondent denies the commission of any violations of the Act.

I issued a Bench Decision in this case at the hearing on November 20, 1996, pursuant to Section 102.35(a)(1) of the Board's Rules and Regulations on the entire record in this proceeding including my observations of the witnesses who testified, and after due consideration of the trial brief filed by the Respondent and the closing arguments of the parties and cases cited by them. In accordance with Section 102.45 of the Board's Rules and Regulations, I certify the accuracy of, and attached as "Appendix A" the pertinent portion (pages 214–233) of the trial transcript as corrected by me with corrections noted thereon and set out as follows:

APPENDIX A

[Certain errors in the transcript are noted and corrected.]

214

activity and discharges someone because of that concerted activity, can it rely on its mistake or its lack of knowledge or its ignorance of the concerted activity as a defense?

MR. JONES: I wouldn't suggest that he could rely on his ignorance or lack of knowledge. What I would suggest is that if the facts that are presented to the employer, the complaints that are made, the issue that are raised would not reasonably put them on notice that there was concerted activity, then they cannot be held to having knowledge that there was concerted activity.

JUDGE CULLEN: Well, of course, that will be a question of fact and argument.

MR. JONES: Yes, sir, and that's what I'm arguing.

JUDGE CULLEN: All right.

MR. JONES: That would conclude my comments.

JUDGE CULLEN: Okay. We'll go off the record for a few minutes. I want to go over this. I've been kind of keeping up to date but as I've gone along I've read the cases that

have been presented to me, I've read the Respondent's brief, I've listened to the arguments, and I've been reviewing the testimony, in addition, as we've been going along here. We'll be in recess for a rather indefinite period, which probably will be very brief, I believe.

(A short recess ensued.)

JUDGE CULLEN: Ladies and gentlemen, I'm going to issue a

215

bench decision in this case, as I previously advised counsel, and in going through this, I will make certain findings which really were not in question in this proceeding initially. Upon the entire record in this proceeding, including my observation of the witnesses who testified herein, and after due consideration of the brief filed by the Respondent and the citations and the closing arguments of both Respondent and the General Counsel, I'm making the following findings of fact and conclusions of law.

The following includes somewhat a composite of the credited testimony at the hearing which I will attempt to go through in some detail as I'm entering the decision. Now, with respect to jurisdiction, this is uncontested. The complaint alleges, Respondent admits, and I find that at all times material herein, the Respondent has been an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and also, that the admitted supervisors in paragraph 5 of the complaint, and most specifically, Mr. Charles Knight, foreman, Mr. Frank Felton, foreman, Gerald Bosley, foreman, John M. Sandlin, operations supervisor, and J.C. Smith, measurement coach Greg Cox, asset team leader, and Gil Blount, manager of employee relations are all admitted supervisors within the meaning of the Act.

Now, the complaint alleges specifically one violation and that is that about June 29, 1995, Respondent discharged its

216

employee Paul Cailleteau, and if I may just go through and note that on June 28 the Respondent tendered a letter to Mr. Cailleteau informing him that he was terminated effective June 29, 1995. The reason listed for the termination was insubordination for publishing information Mobil management considers confidential.

Initially, I'm finding that the Respondent violated Section 8(a)(1) of the Act by the discharge of Mr. Cailleteau and I'm going to order the appropriate remedy typically ordered by the Board in these types of cases.

Now let me just go through some of the testimony, if I may, and point out some of the items that appeared particularly important to me. And some of this is background, of course.

John Sandlin testified, and he is the operations supervisor and was formerly in that position in Coden, Alabama in the Mobile Bay area. He was responsible for the Mobile Bay area, including the Mary Ann Field, an offshore gas production field located in Mobile Bay. And foremen Frank Felton, Gerald Bosley, Charles Knight, J.C. Smith all reported to him. He reported to Greg Cox who was then an asset team leader.

The foremen were assigned to specific regions or various fields in different hitches or seven-day tours of duty. Frank Felton and Gerald Bosley handled offshore, including the Mary Ann Bay; others had plant responsibility. Robert Lipton was in maintenance and J.C. Smith was in instrumentation and

217

engineering, I believe it was, or electronics. At the time there were approximately—and this is as of June of 1995—there were approximately 120 employees at the Mary Ann Bay area, 80 to 85 were operations employees, and the remainder were clerical, engineering and supervisory employees.

Management went to a team approach, and after March of 1995, the foremen came to be designated as coaches. There were six coaches utilizing the team concept. There were three basic operations, as I understand the testimony, and that was: an offshore operations which was the pumping of the gas and the liquid material, and the Mary Ann Complex, and the plant treatment facility.

There was a product management team, and J.C. Smith then served as a technical mentor to that team. The least skilled level was a roustabout who reported to maintenance foremen and they had nontechnically skilled duties but often trained with technical operators and often relieved them. Now an entry level position is called a field specialist.

Offshore refers to the operation in the water and the plant is on dry land. Testimony of Sandlin was that operations in the plant tend to be more intense because there are more electronic devices involved in the plant.

After the change, automatic systems technicians, known as ASTs reported to the various coaches. The ASTs need technical knowledge of the end devices and have to be capable of team work

218

with some business acumen and to have worked with the various control devices.

The AST had a line of promotion or a salary range, as such—line of promotion may not be the correct term, but a salary range designated as Groups 11 to 13, and 13 group being the highest and attaining the highest range of salary, and they served as mentors to other technicians. There were also measurement technicians who worked on the quality of the measurements and they had the same salary range in Groups 11 to 13. There was one measurement technician and this was Paul Cailleteau, and he worked primarily by himself.

Sandlin received certain letters from Cailleteau with respect to recognition and respect to his promotion—or actually, it was not a promotion, it was a lateral transfer to the position to which he aspired known as the AST, that's the automatic systems technician. And in the spring of 1995 there was to be an award rendered as salaries in this particular area had been frozen by higher management and there were few promotions available, and so as a means of rewarding employees for good work or outstanding work, awards were designated.

In January of 1995, the coaches gathered together and they decided that there were persons who were not going to receive raises because of the tightness of the fiscal policy, and they decided to extend the value of $500 in the form of gift certificates along with a letter of recommendation, and they

219

would recognize these individuals, including Cailleteau, and wanted them to keep it confidential. They did not want these employees to upset other employees because they were not then also being recognized or receiving raises.

This was an informal policy, there was no written policy here, but the policy they decided on or that they arrived at informally was that supervisors and management would not divulge personal information. On June 22 a packet of information was published by Cailleteau to employees. When Sandlin found out about this, he talked to J.C. Smith the supervisor, and asked if he was familiar with it, and Sandlin was frustrated because it appeared to be a personal attack on him and he did not understand why this had been done.

Smith was not, at that time, familiar with it, so Smith and he and Mr. Cailleteau met and Sandlin asked Cailleteau why he had done it in a meeting that was called very shortly thereafter and according to Sandlin, Cailleteau said: All I ever wanted was the plant job—meaning the AST position—and that he said that he distributed this packet to employees on the boats for the offshore employees and to other employees in various locations in the plant and the central room and the control room in the plant and in the office.

Cailleteau was upset because he had not been chosen for the plant AST and he objected to the process wherein team coaches had not been involved. There was a peer review process in place at that

220

time and Sandlin explained the peer review process to Cailleteau and then talked about other instances where Cailleteau did not feel he had been treated well. They discussed the reward and the recognition, number one, they discussed respect by the coaches of the employees and why he did not get the job, how the plant AST job was filled, and at the end of the meeting, Sandlin told Cailleteau he did not know what, if any, actions he would take and told him to go back to work which he did.

He then talked to others, and later in the afternoon of June 22, he and Smith and Ray Cox and Marleah Rogers, the employee relations manager, called Cailleteau into the office and suspended him with pay until they could make a determination as to what action to take.

According to Sandlin, there were then numerous discussions with Cox, and Johnson, the employee relations advisor. The next day, January 23, Sandlin went to each of the sites where the distribution had been made, and as employees were coming to work during the day, he met with the employees because there were a number of people calling to ask what the packet was all about. He met there for purposes of informing them of the company's position and attempting to calm down the situation as he saw it.

Sandlin met with people on the Dolphin Island boat dock, in the plant control room, at the Mobile plant office, at a Holiday Inn where a conference was being held, in Tillman, I believe it was,

221

where employees were in a class in a team environment for offshore employees. At this particular meeting at the Holiday Inn, there were about 20 to 30 employees there and one employee asked if there would be repercussions as a result of having sent out this letter, and he told them that there would not be repercussions because of the publication.

Mr. Sandlin articulated several items in the letter—the packet of letters, rather, which number A through K, and citing G, stated that he had an objection to several things in the first paragraph of this document that were not true, and he was concerned about other employees being upset over nonrecognition. He felt Cailleteau was misconstruing information previously given to him, and he believed that Cailleteau's major concern was his own compensation and his promotion.

Sandlin also objected to the mention of the chronology of meetings and specifically to the publication of the $500 award policy, or issuance of the $500 award to the three individuals, and that played a part in the decision to terminate.

He also objected to the dissemination of the conversation which he regarded to be private conversation between Mr. Cailleteau and Foreman Frank Felton. A major part of the decision to discharge was the letter to Sandlin that was in this packet, that he, Sandlin, contends that he had never received, which letter challenged him to explain why someone

222

more qualified was not promoted to the AST position and which Sandlin believed was chilling to the selection team process which was then in place which was a process wherein a combination of peer employees and salaried employees made a decision as to who was most fit for the AST positions.

His conclusions re termination were that Cailleteau was not willing to cooperate, that he had solicited other people to be upset with his individual grievances, that he had put information out at night, that he was clearly insubordinate and nothing indicated he was concerned about the other employees. So the process selection, the airing of grievances with foremen, he had published information to other employees, and Sandlin testified that there was no stated policy with respect to talking about confidential information. And he testified also that he himself had never asked Cailleteau whether he was in fact representing anyone else but himself.

Ernest Loftice, a rank and file employee, is a 25-year employee at Mobil, who himself was an AST with the various duties to that position, testified that he and Paul Cailleteau had put this package together to get answers to questions as to the selection process of the ASTs and also the secretive method of the awards to individual employees. He talked to Cailleteau as to how to disseminate the package and they agreed the best way was to distribute this in the ultimate form which is encompassed in General Counsel's Exhibit 3 which was a series of documents

223

stapled together.

Loftice was involved in the composition of 3A and he believed himself and Cailleteau to be similarly affected. He helped compose and typed 3B which pertains to a lack of recognition and to no more raises, and he also helped compose and type 3C, 3E, and 3F and 3G and 3H. He testified he did not want someone working side by side with him knowing that they made more than he did because of a secret

method of compensation, and that this was a concern that the technical abilities and skills were not enough to keep your job but that other factors, which were unknown to him, were being utilized in assessing the appropriateness of individuals for promotion or for lateral transfers such as the AST position was.

Loftice testified with respect to his presence at a meeting of the B shift at Holiday Inn in Tillman, Alabama on June 23 at which time the employees were talking about the various contents of the package disseminated by Cailleteau and expressed satisfaction that the secret award process had been exposed. One supervisor, Bosley, told the employees that Mobil considered it to be a violation of the law to speak about salaries.

Employee Terry Brittingham asked if there would be any repercussions as a result of this packet being distributed, and Sandlin, who held the meeting there, said that there would not. He himself—and this is Loftice—spoke up at the meeting and told Sandlin that he was concerned about the secrecy of the

224

awards and the selection process for ASTs. He later wrote a letter to Sandlin—I believe it's the 29th of June with respect to transfer prospects, awards and documentations of the selection process.

He testified further that he had been a foreman from 1980 to 1993 and that employees had previously discussed wages without discipline and he had never instructed employees, in his position as a supervisor, to report employees—he had never been instructed by management to report employee discussion of wages.

Let me just drop back one item to Mr. Sandlin's testimony. Sandlin acknowledged on the stand that there was no contention by Respondent that Cailleteau had done anything surreptitious or improperly used any materials of the Respondent in obtaining any items of the packet that he disseminated.

Dan W. Peebles, III testified he was employed at Mobil from 5/91 to 6/95—he is no longer employed there—and he was an automated field technician systems II, and he testified that after he saw the letter of June 22, the next day he talked to other employees an hour later—the next day being June 23—talked to other employees an hour later and employee Pamela Jenkins who is a supervisor of communications stated that she had seen the letter and that she wished that it had not been raised as there would have been other ways to resolve this.

Peebles himself had talked to Cailleteau prior to this over the

225

course of the last couple of years about all of the things mentioned except for the bonus. Prior to this, Cailleteau had told him he had been offered a bonus but he had been told to keep it secret and said that he was going to write personnel to see if it was legal. He agreed that Cailleteau should follow this course because he himself was concerned about the secrecy of the bonus.

Peebles also talked to Mike Crain, a plant foreman, about receiving the bonus within a week's time, when he found out they were being offered and he asked two rank and file employees, Eddie Wilson, I believe it is, and Mike Crain, and he asked these two employees whether they had received the bonus after he found out that secret bonuses were being offered, and they both said that they had received these bonuses and indicated that it was supposed to be kept confidential.

Furthermore, Peebles testified that after the dissemination of the packet on June 22 and June 23, depending on the time of day or night he heard various employees who expressed concern about the secrecy of the bonuses.

At the meeting that he attended—which Peebles places approximately four or five days after the dissemination of this material and which may be in doubt; from all the other testimony, I conclude that it was probably within the next day or two and would credit his testimony with that correction—he testified that Sandlin made a statement at that

226

meeting that he was trying to clear up the unrest caused by the dissemination of the packet of information by Cailleteau, and that the bonus secret should not have been disseminated, and that Sandlin told the employees that Cailleteau had been terminated for violating the confidentiality of the bonus.

Peebles spoke up at this meeting—this may be a second meeting that he was talking about because Cailleteau was not actually terminated until the letter of the 28th, effective the 29th. However, he, Peebles, spoke up and said the real reason was that Cailleteau had not been offered a job that he had been promised, and Sandlin said management could not promise anything. And Peebles said that the foremen had previously set out procedures to publicize transfers which they, of course, were not doing now with this new method.

Charles Knight, a plant coach, testified that in June of 1995 he was a plant coach. He worked with the plant team in processing the gas and the liquids from offshore and putting them into the distribution system. He met on May 8, 1995 with Cailleteau who came to tell him why he had turned the gift of the bonus, and that he had at that time urged Cailleteau to improve his interpersonal skills as he believed that his technical skills were very good but he was not rated high by the selection team—although he did not actually tell Cailleteau about the selection team of peers but that he had not been rated high in a matrix of duties important to the particular AST

227

position.

On cross-examination, he testified that the termination of Paul Cailleteau was primarily his inability to function within a team and that the dissemination of confidential material was a minor part in this, as I understood his testimony. To that extent, I discredit his testimony. I find that Sandlin's testimony with respect to the specific areas that he mentions having been the reason for the termination should be credited.

In the General Counsel's closing statement, he speaks to the publication of the packet of information, the wage information, the bonus offering, the awarding of the job, and the secrecy aspect, and contends that Cailleteau took the information to the employees to initiate and promote group action which is the type of group action recognized as concerted

and protected under *Meyers Industries, Inc.*, 281 NLRB 882 (1986). I so find.

He notes that letters were made in conjunction with Ernest Loftice, so this was not a matter of a single employee being involved. There were at least two or more employees involved in this and it was geared toward group action. I so find.

And that Sandlin's reaction was directly in retaliation for this dissemination of information, and that the chief subjects being involved were the method of the AST selection and the method of the bonus award and the secrecy thereof, all of which involved legitimate interest in wages, terms and

228

conditions of employees, mandatory subjects of bargaining, which are protected by Section 7 of the Act. I so find.

The General Counsel relies on *Elston Electronics Corp.*, 292 NLRB 510 (1989), *Meyers Industries*, supra, and *Mushroom Transportation Company, Inc. v. NLRB*, 330 F.2d 683, 685 (3d Cir. 1964), and I find all of those cases are relevant and properly were relied upon.

Both parties cite the IBM case, that's *International Business Machines*, 265 NLRB 638 (1982), and much of the language in that case is, in my view, very appropo to this case. In that case, the Board said the discussion of wages is an important part of organizational activity and discussion of employees with respect to wage rates is essential information and the suppression of that information adversely affects employee rights and will be held to be violative of the Act unless the employer can establish substantial and legitimate business justification for its policy.

I find that under the circumstances in this case, the dissemination of the information was to employees, was not to competitors outside, and therefore, the Respondent has failed to show a legitimate business justification for its policy. One might argue that a better policy from its own business viewpoint might have been setting up standards to which the employees could be made aware as to just what was going on, but that, I recognize, is argument.

The Board also said in the IBM case that the issue in these type of cases is whether the interests of the employees outweigh

229

the respondent's legitimate business interests in support of its policy— which in the instant case before me was an informal policy of confidentiality—so that employees' distribution of wage data would fall within the protective ambit of Section 7 of the Act. The respondent in that case had not prohibited employees from discussing their own wages or attempting to determine what other employees were paid. However, in that case, the Board found the distribution of the information which went to outsiders could have affected the competitive ability of the respondent in the highly technical computer industry and the concern was sufficient to outweigh the employees' Section 7 rights.

I find, however, on the facts of this case that the Respondent did not have a legitimate interest in suppressing this information and that the dissemination of this information by Cailleteau was an attempt to initiate group action, and initially I find that his actions in doing this in concert with Mr. Loftice were concerted, and was geared to lead to concerted activity. Under all those grounds, I find that it was protected concerted activity.

I find that the General Counsel has made a prima facie case that the discharge of Mr. Cailleteau was in retaliation for his engagement in protected activities, engaging in concerted activities on behalf of himself and his fellow employees, and that

230

these activities were protected by Section 7 of the Act. And I find that the General Counsel has made a substantial prima facie case, and whether it be deemed prima facie or a substantial case, a substantial showing that this was the reason for his termination.

And I also find that the Respondent has failed to establish by a preponderance of the evidence that it would not have discharged this individual in the absence of his concerted activities, and I thus find that he was terminated unlawfully in violation of Section 8(a)(1) of the Act.

With respect to the burden of proof see *Manno Electric, Inc.*, 321 NLRB No. 43 (1996).

I'm going to make the conclusions of law. The Respondent is an employer within the meaning of Section 2(6) and (7) the Act and General Counsel has established a substantial case showing that Mr. Cailleteau was discharged because of his engagement in protected concerted activities, and the Respondent has failed to rebut this case, and therefore, the Respondent has violated Section 8(a)(1) of the Act. This unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

With respect to the remedy, having found that the Respondent has engaged in this violation of the Act, I'm

231

recommending that the Respondent cease and desist therefore and take certain affirmative actions designed to effectuate the purposes and policies of the Act and post the appropriate notice.

It is recommended that Respondent offer immediate reinstatement to Paul Cailleteau to his former position or to a substantially equivalent one, if his former position no longer exists, and that it make him whole for all loss of pay and benefits sustained as a result of the discrimination against him, with backpay and benefits to be computed in accordance with *F. W. Woolworth Company*, 90 NLRB 289 (1950), and interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), and interest shall be computed at the short term Federal rate for the underpayment of taxes as set out in the 1986 amendment to 26 USC, Section 6621.

I order that Respondent cease and desist from: (a) discharging employees because of their engagement in protected concerted activities; and (b) in any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.

Respondent shall take the following affirmative actions necessary to effectuate the policies of the Act: (a) within 14 days of the date of this Order, offer reinstatement to Paul Cailleteau to his former position, or if that job no longer exists, to a

232

substantially equivalent position without prejudice to his seniority or any other rights or privileges previously enjoyed, discharging, if necessary, any employee in that position;

(b) within 14 days from the date of this Order the Respondent shall remove from its files any reference to the unlawful discrimination, and within three days thereafter, notify this employee in writing that this has been done and that the unlawful discrimination will not be used against him in any manner in the future;

(c) the Respondent shall preserve and within 14 days of a request make available to the Board or its agents for examination and copying all payroll records, Social Security payment records, timecards, personnel records, and reports and all other records necessary to analyze the amount of backpay due under the terms of this order;

(d) within 14 days after receipt from the Region, Respondent shall post at its facility the attached notice and appendix which will be attached to the formal decision which will be issued after receipt of the transcript in this case. The decision will contain, as its body, the part of this transcript which I have just dictated at this particular time, and the notice shall be posted within 14 days after service by the Region on the Respondent. And within 21 days of service by the Region, the Respondent shall file with the Regional Director a sworn certification of a responsible official on a form provided by.

233

the Region attesting to the steps that the Respondent has taken to comply.

As I told the counsel for the parties in an off-the-record discussion prior to this hearing and in telephonic discussion with respect to the issuance of bench decisions, I will issue a formal decision shortly thereafter after I receive the transcript in this case and will incorporate these transcript pages which I have just dictated into the body of the decision. The time for filing exceptions shall not begin to run until I issue that particular decision.

Is there anything further before I close the record in this case?

MR. JONES: Respondent has nothing further.

MR. DENIO: Nothing further from the General Counsel.

JUDGE CULLEN: The case is now closed.

(Whereupon, at 5:31 p.m., the hearing was concluded.)

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. JURISDICTION

The Business of Respondent

Respondent maintains an office and place of business in Coden, Alabama, where it is engaged in drilling for and producing oil and is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. Respondent violated Section 8(a)(1) of the Act by its discharge of Paul Cailleteau.

3. The above-unfair labor practice in connection with the business engaged in by Respondent has the effect of burdening commerce within the meaning of Section 2(2), (6), and (7) of the Act.

REMEDY

Having found that the Respondent has violated the Act, it shall be ordered to cease and desist therefrom, and to take certain affirmative actions, including the posting of an appropriate notice, designed to effectuate the purposes of the Act as set out in the attached transcript (Appendix A). The notice is attached as Appendix B.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[1]

ORDER

The Respondent, Mobil Exploration & Producing, U.S., Inc., Coden, Alabama, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Discharging employees because of their engagement in protected concerted activities including the discussion of wages, hours, and other terms and conditions of employment.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) Within 14 days of the date of this Order, offer reinstatement to Paul Cailleteau to his former position or, if that job no longer exists, to a substantially equivalent position without prejudice to his seniority or any other rights or privileges previously enjoyed, discharging if necessary, any employee in that position.

(b) Make Paul Cailleteau whole for any loss of earnings and other benefits suffered as a result of the discrimination against him in the manner set forth in the remedy section of this decision, with interest.

(c) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discrimination against Cailleteau and within 3 days thereafter notify him that this has been done and that the discriminatory action will not be used against him in any way.

(d) Preserve and within 14 days of a request make available to the Board or its agents for examination and copying all payroll records, Social Security payment records, timecards, personnel records, and reports and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post copies of the attached notice marked "Appendix B."[2] Copies of the

[1] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[2] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the

Continued

notice, on forms provided by the Regional Director for Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 22, 1995.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX B

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives c their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protecte concerted activities.

WE WILL NOT discharge our employees because of the engagement in protected concerted activities, including th dissemination of information regarding pay and benefits.

WE WILL NOT in any like or related manner restrain or cc erce employees in the exercise of the rights guaranteed ther by Section 7 of the Act.

WE WILL within 14 days from the date of this Order offe Paul Cailleteau full reinstatement to his former job, or if tha job no longer exists, to a substantially equivalent job withou prejudice to his seniority or any other rights previously en joyed and will make him whole for any loss of earnings an other benefits resulting from the discrimination against hin less any net interim earnings, plus interest.

WE WILL within 14 days from the date of the Board' Order, remove from our files any reference to the unlawfu action taken against Paul Cailleteau and notify him within days thereafter in writing that this has been done and that th unlawful discrimination will not be used against him in an way.

Our employees have the right to discuss wages and term and conditions of employment as these rights are protecte under Section 7 of the National Labor Relations Act.

MOBIL EXPLORATION & PRODUCING, U.S., INC.